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7

8 **BEFORE THE**  
**BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS**  
9 **DEPARTMENT OF CONSUMER AFFAIRS**  
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 883-A

12 **SURESH DODDIAH**  
404 Edgemont Drive  
13 Redlands, CA 92373

**A C C U S A T I O N**

14 Civil Engineer License No. C 36361

15 Respondent.  
16

17  
18 Complainant alleges:

19 **PARTIES**

20 1. David E. Brown (Complainant) brings this Accusation solely in his official capacity  
21 as the Executive Officer of the Board for Professional Engineers and Land Surveyors,  
22 Department of Consumer Affairs (Board).

23 2. On or about July 22, 1983, the Board issued Civil Engineer License No. C 36361 to  
24 Suresh Doddiah (Respondent). The Civil Engineer License was in full force and effect at all  
25 times relevant to the charges brought herein and will expire on June 30, 2012, unless renewed.

26 **JURISDICTION**

27 3. This Accusation is brought before the Board under the authority of the following  
28 laws. All section references are to the Business and Professions Code unless otherwise indicated.

## STATUTORY PROVISIONS

4. Section 118, subdivision (b), provides that the suspension, expiration, surrender or cancellation of a license shall not deprive the Board of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated.

5. Section 6749, subdivision (a), states, in pertinent part:

“A professional engineer shall use a written contract when contracting to provide professional engineering services to a client pursuant to this chapter. The written contract shall be executed by the professional engineer and the client, or his or her representative, prior to the professional engineer commencing work, unless the client knowingly states in writing that work may be commenced before the contract is executed. The written contract shall include, but not be limited to, all of the following:

“(1) A description of the services to be provided to the client by the professional engineer.

“(3) The name, address, and license or certificate number of the professional engineer, and the name and address of the client.

“(4) A description of the procedure that the professional engineer and the client will use to accommodate additional services. . . .”

6. Section 6775 states, in pertinent part:

“The board may reprove, suspend for a period not to exceed two years, or revoke the certificate of any professional engineer registered under this chapter:

. . . .

“(b) Who has been found guilty by the board of any deceit, misrepresentation, or fraud in his or her practice.

“(c) Who has been found guilty by the board of negligence or incompetence in his or her practice.

“(d) Who has been found guilty by the board of any breach or violation of a contract to provide professional engineering services.

. . . .

1       “(g) Who in the course of the practice of professional engineering has been found guilty  
2 by the board of having violated a rule or regulation of unprofessional conduct adopted by the  
3 board.

4       “(h) Who violates any provision of this chapter.”

#### 5                               **REGULATORY PROVISIONS**

6       7. California Code of Regulation, title 16, section 404 states, in pertinent part:

7       “For the purpose of the rules and regulations contained in this chapter, the following terms  
8 are defined. No definition contained herein authorizes the practice of professional engineering as  
9 defined in the Professional Engineers Act.

10       . . . .

11       “(n) For the sole purpose of investigating complaints and making findings thereon under  
12 Sections 6775 and 8780 of the Code, “incompetence” as used in Sections 6775 and 8780 of the  
13 Code is defined as the lack of knowledge or ability in discharging professional obligations as a  
14 professional engineer or land surveyor.

15       . . . .

16       “(w) For the sole purpose of investigating complaints and making findings thereon under  
17 Sections 6775 and 8780 of the Code, “negligence” as used in Sections 6775 and 8780 of the Code  
18 is defined as the failure of a licensee, in the practice of professional engineering or land  
19 surveying, to use the care ordinarily exercised in like cases by duly licensed professional  
20 engineers and land surveyors in good standing.”

#### 21                               **COST RECOVERY**

22       8. Section 125.3 provides, in pertinent part, that the Board may request the  
23 administrative law judge to direct a licentiate found to have committed a violation or violations of  
24 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and  
25 enforcement of the case.

#### 26                               **COASTAL PROJECT**

27       9. On or about August 13, 2004, Respondent contracted with Andrew Wolf of Coastal  
28 Development Group, Inc. to provide Tentative Tract Map (TTM) No. 16749, State Highway 38,

1 Big Bear, A.P.N. 0314-422-33 and 35, for a development of approximately 80 – 86 single family  
2 lots in Big Bear City, County of San Bernardino (Coastal Project). On or about August 13, 2004,  
3 Coastal paid Respondent a \$10,000 retainer as credit toward Respondent's future monthly billings  
4 for services. On or between August 13, 2004 and December 3, 2004, Respondent made  
5 application and filed a TTM with the County. On or about May 26, 2005, the County processed  
6 Respondent's redesigned TTM for the project with 84 lots, reduced from 86, and requested  
7 review and conditions changes. On or about September 7, 2005, Respondent's involvement in the  
8 project ended. On or about October 21, 2005, Respondent sent Coastal Development Group, Inc.,  
9 its first, only, and last billing of \$16,012.50 for services on the project. On or about December 5,  
10 2005, Coastal filed a complaint with the Board and a Board investigation was opened. In a letter  
11 dated January 23, 2007, Respondent's response for further information to the board states: "The  
12 tentative Map as prepared by S.D. Engineering and Associates met the requirements of the  
13 County check list and was accepted for processing."

14 **FIRST CAUSE FOR DISCIPLINE**

15 **(Negligence and / or Incompetence)**

16 10. Respondent is subject to disciplinary action under section 6775, subdivision (c), in  
17 conjunction with California Code of Regulation, title 16, section 404, subdivisions (n) and /  
18 or (w), in that on the Coastal Project, Respondent was negligent in his duties and practice as a  
19 civil engineer when he failed to meet the standard of care ordinarily exercised by civil engineers  
20 in the industry and / or incompetent due to his lack of knowledge or ability in discharging  
21 professional obligations as a professional engineer, as follows:

22 a. Respondent failed to research the latest design standards, specifically the fire  
23 department requirements.

24 b. Respondent failed to include preliminary grading, sewer, water, and storm drain  
25 design on the tentative map.

26 c. Respondent failed to meet site plan approval time limits.

27 d. Respondent failed to prepare a preliminary drainage study for drainage design or  
28 storm drain design.

- e. Respondent failed to verify accuracy of prior engineering work on the project.
- f. Respondent failed to maintain project progress communications with Coastal.
- g. Respondent failed to include time completion parameters in the contract.
- h. Respondent failed to determine the development standards that applied to the project.
- i. Respondent falsely claimed to the Board that his TTM for the project included all the items on the County's tentative map check list when it failed to include preliminary grading, sewer, water, and storm drain design.

## **SECOND CAUSE FOR DISCIPLINE**

### **(Contract Requirement Violations)**

11. Respondent is subject to disciplinary action under section 6775, subdivision (h), in conjunction with section 6749, subdivision (a), in that on the Coastal Project, Respondent failed to meet written contract requirements as follows:

- a. Respondent's contract failed to have an accurate description of services, violating section 6749, subdivision (a)(1);
- b. Respondent's contract failed to include his license number, violating section 6749, subdivision (a)(3); and
- c. Respondent's contract failed to include provisions on how additional services would be accommodated, violating section 6749, subdivision (a)(4).

## **THIRD CAUSE FOR DISCIPLINE**

### **(Breach of Contract)**

12. Respondent is subject to disciplinary action under section 6775, subdivision (d), in that on the Coastal Project, Respondent breached or was in violation of contract terms when he failed to provide monthly billings. Complainant refers to and by this reference incorporates the allegations set forth above in paragraph 9, inclusive, as though set forth fully.

## **FOURTH CAUSE FOR DISCIPLINE**

### **(Deceit, Misrepresentation, or Fraud)**

13. Respondent is subject to disciplinary action under section 6775, subdivision (b), in that on the Coastal Project, Respondent committed acts of deceit misrepresentation and / or fraud

1 when he made claims to the Board that his TTM services met the requirements of the County's  
2 check list when it did not. Complainant refers to and by this reference incorporates the  
3 allegations set forth above in paragraph 9, inclusive, as though set forth fully.

4 **FIFTH CAUSE FOR DISCIPLINE**

5 **(Violating Provisions of the Professional Engineers Act)**

6 14. Respondent is subject to disciplinary action under section 6775, subdivision (h), in  
7 that on the Coastal Project, Respondent violated provisions of the chapter. Complainant refers to  
8 and by this reference incorporates the allegations set forth above in paragraphs 9 – 13, inclusive,  
9 as though set forth fully.

10 **SIXTH CAUSE FOR DISCIPLINE**

11 **(Unprofessional Conduct)**

12 15. Respondent is subject to disciplinary action under section 6775, subdivision (g), in  
13 that on the Coastal Project, Respondent committed acts of unprofessional conduct. Complainant  
14 refers to and by this reference incorporates the allegations set forth above in paragraphs 9 – 14,  
15 inclusive, as though set forth fully.

16 **PRAYER**

17 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
18 and that following the hearing, the Board issue a decision:

- 19 1. Revoking or suspending Civil Engineer License No. C 36361, issued to Respondent;  
20 2. Ordering Respondent to pay the Board the reasonable costs of the investigation and  
21 enforcement of this case, pursuant to section 125.3; and  
22 3. Taking such other and further action as deemed necessary and proper.

23 DATED: *August 19 2010*

*Original Signed*

24 DAVID E. BROWN  
25 Executive Officer  
26 Board for Professional Engineers and Land Surveyors  
27 Department of Consumer Affairs  
28 State of California  
*Complainant*

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